

married," and that he will, from time to time, upon every reasonable request of said trustees or the survivor of them, "make, do, and execute all and every such further act and acts, thing and things, which may be necessary or proper for the better securing and carrying into effect, in their true intent and meaning, the trusts, purposes and intentions herein declared." The trustees also covenant that they will stand seized of the trust property "for the uses, trusts, purposes and intentions aforesaid," and, upon reasonable request, will well and truly account for all moneys by them respectively received, and for all their respective proceedings in the premises, and that they will faithfully perform all the aforesaid trusts, "each trustee being accountable for his own willful acts and defaults, and not for the acts and defaults of the other." The settlement also contains a provision for the appointment of a new trustee or trustees "by joint writing under the hands and seals of the said Jane and her husband," in case of the death or resignation of either of those named therein.

On the 16th of January, 1850, Williams and wife filed their bill, which, after stating the above marriage settlement, and that the property thereby conveyed consisted entirely of personal estate, amounting to upwards of \$50,000 in value, charges that said Williams has been for some time engaged in business as a partner in a certain firm in the city of Baltimore, which business is prosperous and yields him a handsome profit, and that the addition of the sum of \$16,000 to the capital engaged in said business on his account would greatly enlarge it and increase his profits to a large sum beyond the interest of such additional capital; that for this reason, and in order to increase the income of complainants, he is desirous of borrowing the said sum of \$16,000, and the said Jane wishes to pledge so much of her personal property embraced in said settlement, as may be necessary to secure the payment of the said sum which her husband desires to borrow, and that she applied to the said trustees, and directed them, as she conceives she is legally entitled to do, to assign and transfer certain specified stocks held in trust by them for her separate use, which